

Exhibit 12

Part 1 of 2

CONSTITUTION and BY-LAWS
for
THE NATIONAL
FOOTBALL LEAGUE

AMERICAN
FOOTBALL
CONFERENCE

NATIONAL
FOOTBALL
CONFERENCE



1971

THE NATIONAL FOOTBALL LEAGUE

**AMERICAN
FOOTBALL
CONFERENCE**

**NATIONAL
FOOTBALL
CONFERENCE**

CONSTITUTION and BY-LAWS 1971

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**LEAGUE OFFICE
410 PARK AVENUE
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THE NATIONAL FOOTBALL LEAGUE

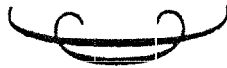
PETE ROZELLE, Commissioner

AMERICAN FOOTBALL CONFERENCE

LAMAR HUNT
President

NATIONAL FOOTBALL CONFERENCE

GEORGE S. HALAS, SR.
President



MEMBER CLUBS

Baltimore Colts
Buffalo Bills
Cincinnati Bengals
Cleveland Browns
Denver Broncos
Houston Oilers
Kansas City Chiefs
Miami Dolphins
New England Patriots
New York Jets
Oakland Raiders
Pittsburgh Steelers
San Diego Chargers

Atlanta Falcons
Chicago Bears
Dallas Cowboys
Detroit Lions
Green Bay Packers
Los Angeles Rams
Minnesota Vikings
New Orleans Saints
New York Giants
Philadelphia Eagles
St. Louis Cardinals
San Francisco 49ers
Washington Redskins

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CONSTITUTION AND BY-LAWS
of
NATIONAL FOOTBALL LEAGUE

Effective February 1, 1970

(An Unincorporated Association Not For Profit)

ARTICLE I

NAME AND PRINCIPAL OFFICE

1.1 The name of this association shall be NATIONAL FOOTBALL LEAGUE, hereinafter called "League", the word "League" herein shall refer to the National Football League, unless otherwise specified.

1.2 The Commissioner shall select the location of the office of the League, which shall be located in or adjacent to a city in which a League franchise is operated.

ARTICLE II

PURPOSES AND OBJECTS

2.1 The purpose and objects for which the League is organized are:

(a) To promote and foster the primary business of League members, each member being an owner of a professional football club located in the United States.

(b) To do and perform such other functions as may be necessary to carry out the purpose and objects of the League.

2.2 The League is not organized nor to be operated for profit.

ARTICLE III

MEMBERSHIP

Members

3.1 (a) Membership in the League shall be limited to the twenty six (26) member clubs specified in Section 4.3(A) hereof and such new members as may be thereafter duly elected.

(b) The admission of a new member within the home territory of a club is prohibited unless approved by the unanimous consent of all members of the League.

Eligibility of New Members

3.2 Any person, association, partnership, corporation, or other entity of good repute organized for the purpose of operating a professional football club shall be eligible for membership except:

(a) No corporation, association, partnership or other entity not operated for profit nor any charitable organization or entity not presently a member of the League shall be eligible for membership.

Admission for Members

3.3 (A) Each applicant for membership shall make a written application to the Commissioner. Such application shall describe the type of organization and shall designate the city in which the franchise of the applicant shall be located; such application shall further describe and contain the following information:

(1) The names and addresses of all persons who do or shall own any interest or stock in the applicant, together with a statement that such persons will not own or hold such interest or stock for the benefit of any undisclosed person or organization.

(2) A detailed balance sheet of such company as of the date of organization and a pro forma statement as of the time it shall commence actual operation. A written financial statement shall be required from the applicant and from anyone owning an interest in any applicant, including stockholders and partners.

(3) If applicant is a corporation, a certified copy of the Articles of Incorporation, By-Laws and share certificate shall accompany such application provided, however, if the organization of such corporation has not been commenced or completed a detailed statement summarizing the proposed plan of operation and the capital structure thereof shall be furnished.

(4) If applicant is partnership, unincorporated association or other entity, a certified copy of the Articles of Co-Partnership or organization agreement shall accompany such application.

(5) The names and addresses of all officers and directors.

(6) All applications shall contain a representation that upon acceptance, the applicant will subscribe to and agree to be bound by the Constitution, By-Laws, Rules and Regulations of the League and any amendments or modifications thereof.

(B) Each application for membership shall be accompanied by a certified check for Twenty-Five Thousand Dollars (\$25,000.00). Upon approval of any application for membership, an additional Twenty-Five Thousand Dollars (\$25,000.00) shall be paid to the

League. If any application for admission is rejected, the League shall repay to the applicant the sum of Twenty-Five Thousand Dollars (\$25,000.00) paid by the applicant at the time of such application, less all expenses reasonably incurred in connection with the consideration and investigation of such application.

(C) Upon receipt of any application for membership in the League, the Commissioner shall conduct such investigation thereof as he deems appropriate. Following the completion of such investigation, the Commissioner shall submit the application to the members for approval together with his recommendation thereon, and such information thereon that the Commissioner deems pertinent. Each proposed owner or holder of any interest in a membership, including stockholders in any corporation, members of a partnership and all other persons holding any interest in the applicant must be individually approved by the affirmative vote of not less than three-fourths or 20, whichever is greater, of the members of the League.

Franchise Certificate of Membership

3.4 Each member shall receive a Franchise Certificate of Membership signed by the Commissioner, and Secretary of the League, certifying that such member is a member of the League, and holds a franchise from the League to operate a professional football club in a designated city. Such Franchise Certificate shall not be assignable nor transferable, except as provided in Section 3.5 hereof.

Transfer of Membership

3.5 No membership, or any interest therein, may be sold, assigned, or otherwise transferred in whole or in part except in accordance with and subject to the following provisions:

(a) Application for the sale, transfer or assignment of a membership or of any interest therein, must be made in writing to the Commissioner; upon receipt of such application, the Commissioner is empowered to require from applicant and applicant shall furnish such information as the Commissioner deems appropriate, including:

(1) The names and addresses of each of the buyers, transferees or assignees thereof.

(2) The price to be paid for such sale, transfer or assignment, and the terms of payment, including a description of the security for any unpaid balance, if any.

(3) A banking reference for each buyer, transferee, or assignee.

(4) If the buyer, transferee or assignee is a corporation, a copy of the Articles of Incorporation and By-Laws thereof, together

with a copy of the share certificates of each class of stock to be outstanding, the names and addresses of the directors and officers thereof, the names and addresses of the stockholders therein and the price paid or to be paid and the time of payment for said stock, a copy of any proposed voting trust agreement and of any voting trust certificates.

(b) Upon receipt thereof, the Commissioner shall conduct such investigation as he deems appropriate. Upon the completion thereof, the Commissioner shall submit the proposed transfer to the members for approval, together with his recommendation thereon, and all information in respect thereto that the Commissioner deems pertinent. All sales, transfers or assignments except a transfer referred to in Section 3.5 (c) hereof, shall only become effective if approved by the affirmative vote of not less than three-fourths or 20, whichever is greater, of the members of the League.

(c) If any person owning or holding a membership, or an interest therein, by stock ownership or otherwise dies, such membership or interest therein may be transferred to a member of the "immediate family" of the deceased without requiring the consent or approval of the members of the League or the Commissioner thereof; similarly, if any person owning or holding a membership or an interest therein, by stock ownership, or otherwise, seeks to transfer such membership or any interest therein, by gift, such membership or the interest therein may be transferred to the donee if the donee is a member of the "immediate family" of the donor; in such event, no consent to or approval of the members of the League or the Commissioner shall be required to complete such transfer. The "immediate family", for the purpose of this paragraph shall mean the wife, child, mother, father, brothers and sisters, or any other lineal descendant of the deceased or donor. In all other cases involving death or transfers by gift, any person succeeding to a membership or an interest therein, whether by gift, will, intestacy, or otherwise, must be first investigated by the Commissioner in such manner as the Commissioner deems appropriate. Upon the completion thereof, the Commissioner shall submit such succession or transfer to the membership for approval and shall accompany the same with his recommendation thereon; no such succession or transfer shall be effective unless first approved by the affirmative vote of not less than three-fourths or 20, whichever is greater, of the members of the League.

Voluntary Withdrawal

3.6 Any member of the League may withdraw from membership either:

(a) By selling, assigning, or transferring its membership upon the terms and conditions set out in Section 3.5 hereof; or

(b) A Club may voluntarily withdraw from the League by tendering its written resignation to the Commissioner and simultaneously surrendering its Franchise Certificate of Membership, making full payment of any and all dues, assessments, or other debts owing to the League, and assigning to the League, or its nominee, all player contracts and the lease of its playing field, if and to the extent the lease is assignable; provided, however, that no voluntary withdrawal may be made in any year between March 1st and the date of the World Championship Game of that year, except with the unanimous consent of all members.

Involuntary Termination

3.7 Membership in the League shall be automatically terminated whenever:

(a) An individual or corporate member or a partnership member or any general partner therein, makes an assignment for the benefit of his or its creditors or files a voluntary petition in bankruptcy, or whenever a receiver or trustee in bankruptcy is appointed for the property and assets of the member or of any general partner of a partnership member or whenever reorganization proceedings in bankruptcy are instituted by or against the member or by or against any general partner possessing an interest in a partnership membership. In the event the partnership agreement of a partnership member provides for automatic termination of the interest of any general partner who makes an assignment for the benefit of his creditors or who becomes the subject of any such bankruptcy proceeds and also provides for the continuation of such partnership in any such event, and the remaining partners satisfy the requirements of Sections 3.5(a) and (b) hereof, then this Section 3.7(a) shall be inoperative with respect to such partnership member.

(b) A member disbands its team during the regular season, or

(c) A member permanently disbands its business organization or ceases its business.

Effect of Termination

3.8 (A) Upon the expulsion of a member or upon any other involuntary termination of membership, the following shall occur:

(1) The lease of its playing field or interest of the member therein if and to the extent the lease or interest is assignable, shall, upon demand of the League, be assigned to the League or its nominee, provided, however, that the assignment of said lease to the League shall first be approved by the affirmative vote or written consent

of no less than three-fourths or 20, whichever is greater, of the members of the League; said lease shall therefore be handled or disposed of in such manner as the remaining League members, by the affirmative vote of no less than three-fourths or 20, whichever is greater, of the members, shall decide.

(2) Title to all players contracts of the terminated member and title to all players on the Reserve or Selection List of such terminated member and any interest or right to such players and contracts shall, if demanded by the League, be assigned to the League or its nominee, provided that such assignments are first approved by the affirmative vote or written consent of not less than three-fourths or 20, whichever is greater, of the remaining League members, said players and contracts so acquired shall thereafter be handled and disposed of within the League in such manner as the remaining member clubs by the affirmative vote of not less than three-fourths or 20, whichever is greater, members of the League shall decide.

(3) All interest of the terminated member in and to any funds or property of the League, or any right or interest therein, shall cease.

(B) Whenever any stockholder, partner or holder of an interest in a member club is requested to sell or dispose of his stock or an interest in a membership in the League by reason of an expulsion or other involuntary termination, such sale or disposition must be completed within one hundred twenty (120) days after such action has been ordered. If such stock or interest is not sold or disposed of within one hundred twenty (120) days then the price and other terms of the sale or disposition shall be fixed by mutual agreement between the person affected and the Commissioner; if such cannot be accomplished by mutual agreement, then the price and other terms shall be fixed by arbitration with one arbitrator to be selected by the Commissioner and the other by the affected holder of the stock or interest. If within five (5) days the two arbitrators cannot agree on the price and terms, then the two arbitrators shall select a third arbitrator and the decision of the majority of the arbitrators shall be binding on all parties. If any person required to name an arbitrator fails to do so, or if the two arbitrators cannot agree on a third arbitrator, then such arbitrator in either case shall be named by the Commissioner.

Capital Contribution of Transferee

3.9 A new member acquiring its membership by transfer from another member shall succeed to the interest of the transferor in and to the funds, property, rights and interests of the League and shall not be obligated to make the capital contribution required under Section 3.3(B) hereof.

Membership Fees and Assessments

3.10 Assessment. Whenever moneys are required to meet the expenses of the League, and League funds are not available for that purpose, then, upon demand by the Commissioner, each member shall be obligated to contribute equally its share of the required moneys.

Membership Covenants and Obligations

3.11 Each member club, and each and all of the owners, officers, stockholders, directors or partners therein, as well as any other person, owning any interest in such member club, assumes and agrees to be bound by the following obligations of membership in the League:

(a) They, and each of them, shall be bound by and will observe all decisions of the Commissioner of the League in all matters within his jurisdiction.

(b) They, and each of them, shall be bound by and will observe all decisions, rulings and action of the Executive Committee or the member clubs of the League in every matter within the jurisdiction of such Committee or such member clubs, as the case may be.

(c) They, and each of them, waive any and all claims or demands, whether for damages or otherwise, which they, or any of them, might now or hereafter possess against the Commissioner of the League, individually or in his official capacity, as well as against the League or any employee thereof, and against any member club or any officer, director, owner, stockholder, or partner thereof, or the holder of any interest therein, in connection with or by reason of any decision, ruling action of the Commissioner, the Executive Committee, or the League in reference to any matter within their respective jurisdictions.

(d) They, and each of them, shall include in every contract between any member club and its employees, including coaches and players, a clause wherein the parties to such contract agree to be bound by the Constitution and By-Laws of the League.

(e) That after becoming a member of the League, the primary purpose of the corporation, partnership or other entity operating the club shall at all times be and remain the operation of a professional football team as a member club of the League, and such primary purpose shall not be changed.

(f) They, and each of them, consent to be bound by the provisions of the Final Judgment of the United States District Court for the Eastern District of Pennsylvania entered against the National Football League and certain of its member clubs on December 28, 1953, and as thereafter modified and for the purpose of said Judgment submit to the jurisdiction of said Court.

(g) They, and each of them, agree to be bound by all of the terms and provisions of the Constitution and By-Laws of the League as now or hereafter in effect.

ARTICLE IV

TERRITORIAL RIGHTS

Home Territory Defined

4.1 "Home Territory" with respect to any club means the city in which such club is located and for which it holds a franchise and plays its home games, and includes the surrounding territory to the extent of 75 miles in every direction from the exterior corporate limits of such city, except as follows:

(a) Whenever any two member clubs, other than the San Francisco 49ers and the Oakland Raiders are located and hold franchises for different cities within 100 miles of each other measured from the exterior corporate limits of such city, then the territorial rights of each of such clubs shall only extend to and include an area of one-half the distance between such cities.

(b) The "home territory" of the Green Bay Packers shall extend to and include all of Milwaukee County, Wisconsin, despite the fact that portions of such County are outside the 75 mile limits from the exterior corporate limits of the City of Green Bay.

Rights Within Home Territory

4.2 Each member shall have the exclusive right within its home territory to exhibit professional football games played by teams of the League except that:

(a) Whenever two club franchises in the League are located in the same city, then the owners of each of such franchises shall have equal rights within the home territory of such city.

(b) In respect to the San Francisco and Oakland franchises the following provisions shall apply:

(i) the home club in each city shall have the exclusive right to exhibit professional football games played by teams in the League in its city, and neither the San Francisco nor the Oakland club shall have any right to play professional football in the city of the other without the consent of the other club.

(ii) In respect to the area included in the home territory of both clubs, but located outside the city limits of both cities, both

clubs shall have joint rights of exclusivity, and both of said clubs may play games with other clubs in the League within such area without the consent of the other club also operating in the same home territory or any part thereof.

(c) Subject to the provisions of Sections 4.2(a) and (b) above, no club in the League shall be permitted to play games within the home territory of any other club unless a home club is a participant. No franchise shall be granted for operation within a home territory which overlaps the home territory of a member without the prior written consent of such member.

League Control of Games

4.3 (A) The League shall have exclusive control of the exhibition of football games by member clubs in the home territory of each member, subject to the rights herein granted to members under this Article IV. The home cities of the League are the cities of Atlanta, Baltimore, Boston (including Foxboro), Buffalo, Chicago, Cincinnati, Cleveland, Dallas, Denver, Detroit, Green Bay, Houston, Kansas City, Los Angeles, Miami, Minneapolis-St. Paul, New Orleans, New York (two franchises), Oakland, Philadelphia, Pittsburgh, St. Louis, San Francisco,

(a) Whenever two club franchises in the League are located in the same city, then the owners of each of such franchises shall have equal rights within the home territory of such city.

(b) In respect to the San Francisco and Oakland franchises the following provisions shall apply:

(i) The home club in each city shall have the exclusive right to exhibit professional football games played by teams in the League in its city, and neither the San Francisco club nor the Oakland club shall have any right to play professional football in the city of the other without the consent of the other club.

(ii) In respect to the area included in the home territory of both clubs but located outside the city limits of both cities, both San Diego and Washington, D.C. The members have the right and agree to operate professional football clubs and play the League schedule in their respective cities located within their home territory, as hereinabove set out, subject to the provisions of this Article IV. No member shall have any right to transfer its club or franchise to a different city outside of its home territory except with the prior approval of the members of the League; provided further that if any club seeks to transfer its franchise to a location within the home territory of any other club, the provisions of Section 3.1(b) hereof shall apply. Any transfer of an existing franchise to a location within the home territory of any other club shall only be effective if approved by unanimous vote; any other transfer shall only be effective

if approved by the affirmative vote of not less than three-fourths or 20, whichever is greater, of the member clubs of the League.

(B) In the event the Baltimore franchise is forfeited or surrendered, or is transferred to a city other than Baltimore, all rights to the Baltimore territory shall revert in the Washington Redskins, and the area included in the Baltimore territory shall be reconstituted and become part of the Home Territory of the Washington Redskins pursuant to the Constitution and By-Laws of the League.

Conference Alignment

4.4 The League shall be divided into two conferences called the National Football Conference and the American Football Conference respectively; each conference shall consist of thirteen (13) clubs in the League as follows:

NATIONAL FOOTBALL CONFERENCE

Atlanta Falcons
Chicago Bears
Dallas Cowboys
Detroit Lions
Green Bay Packers
Los Angeles Rams
Minnesota Vikings
New Orleans Saints
New York Giants
Philadelphia Eagles
St. Louis Cardinals
San Francisco 49ers
Washington Redskins

AMERICAN FOOTBALL CONFERENCE

Baltimore Colts
Buffalo Bills
Cincinnati Bengals
Cleveland Browns
Denver Broncos
Houston Oilers
Kansas City Chiefs
Miami Dolphins
New England Patriots
New York Jets
Oakland Raiders
Pittsburgh Steelers
San Diego Chargers

Such conferences shall be operated under the following terms and conditions:

a] Each Conference shall be divided into three (3) divisions, consisting of two divisions of four (4) clubs each, and one division of five (5) clubs;

b] The divisions of the clubs in the American Football Conference are as follows:

CENTRAL DIVISION:

Cincinnati Bengals
Cleveland Browns

Houston Oilers
Pittsburgh Steelers

WESTERN DIVISION:

Denver Broncos
Kansas City Chiefs

Oakland Raiders
San Diego Chargers

EASTERN DIVISION:

Baltimore Colts
Buffalo Bills
Miami Dolphins

New England Patriots
New York Jets

c] The divisions of the clubs in the National Football Conference are as follows:

CENTRAL DIVISION:

Chicago Bears
Detroit Lions

Green Bay Packers
Minnesota Vikings

WESTERN DIVISION:

Atlanta Falcons
Los Angeles Rams

New Orleans Saints
San Francisco 49ers

EASTERN DIVISION:

Dallas Cowboys
New York Giants
Philadelphia Eagles

St. Louis Cardinals
Washington Redskins

d] The scheduling of games within each conference and between the two conferences shall be governed by the provisions of Article XIII hereof.

e] The New York Giants and the New York Jets shall not be assigned to the same conference without the consent of both clubs.

f] The San Francisco 49ers and the Oakland Raiders shall not be assigned to the same conference without the prior consent of both clubs unless the conferences are divided into smaller numerical groupings, i.e., divisions; in such case, the 49ers and the Raiders may be assigned to the same conference, but may not be placed in the same division or other smallest numerical grouping of clubs within the same conference.

g] Following the initial realignment of the League taking place after 1969, any other realignment of the League must be approved by the affirmative vote of not less than thirteen (13) of the clubs which were members of the National Football League in 1967, and by the affirmative vote of not less than 8 of the 10 clubs which were members of the American Football League in 1968.

h] Subject to the other provisions of this Section 4.4, whenever the League proposes or seeks to realign the clubs into conferences or other groups for scheduling or standing purposes, the following factors shall be considered in order not to unfairly prejudice

the rights of any club in the League, namely, geographical location, natural rivalries, stadium capacity, gate attendance, weather conditions, relative team strength, and baseball conflicts involving clubs playing home games in baseball stadiums.

ARTICLE V MEETINGS OF THE LEAGUE

Annual Meeting

5.1 The Annual Meeting of the League shall be held not earlier than the second Monday in February of each year and not later than April 1 in such year; such meeting shall be held on such date and at such places and times as the Commissioner shall designate in the notices of the meeting.

Special Meetings Notice

5.2 Special Meetings of the League may be held at any place upon call by the Commissioner.

5.3 (A) Written notice of the time and place of holding any meeting shall be given to each member at least thirty (30) days in advance of the day fixed for the Annual Meeting, or at least seven (7) days in advance of the day fixed for any Special Meeting.

(B) Notice of a special meeting shall state the time, place and purpose of the meeting. The notice of the annual meeting must state the time and place of the meeting, but not the purpose; if any amendments to the Constitution and By-Laws are to be considered at the annual meeting, the submission of such proposals must be in accordance with Article XXIV hereof.

(C) Notices of any meeting may be waived by the unanimous consent of all Member Clubs.

Quorum

5.4 At all meetings of the League, whether Annual or Special, three-fourths or 20, whichever is greater, of the members of the League in good standing, present in person or by authorized representatives, shall constitute a quorum for the transaction of business and shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting, until the requisite numbers of members shall be present.

Voting and Representation

5.5 At each meeting of the League each member shall be limited to two (2) representatives; each member shall be limited to only one (1) vote upon any matter presented to the meeting. Each member shall file with the League within the time designated by the Commissioner a written designation of the representative and alternate to vote and act for it. The Commissioner or presiding officer may require proof satisfactory to the Commissioner or presiding officer of the authority of any representative to represent a member.

Number of Votes

5.6 Except as herein otherwise specifically provided, the affirmative vote of not less than three-fourths or 20, whichever is greater, of the members of the League at any Annual Meeting of the League shall be required for action.

Order of Business at Annual Meeting

5.7 The order of business for the Annual Meeting shall be as follows:

- Roll Call
- Reading of Minutes of the previous meeting
- Report of the Commissioner
- Report of Treasurer
- Report of other League Officers
- Report of Public Relations Department
- Report of other Committees
- Unfinished business
- Nomination and election of officers
- Installation of officers
- New business
- Adjournment

Executive Session

5.8 Upon call of the Commissioner or by majority vote of the members of the League, the League may go into Executive Session, each member shall designate its duly authorized representative to act for it in such Executive Session. In any Executive Session only one representative of each member, and the Commissioner, shall be present, together with such other persons as either the Commissioner or the members by majority vote shall invite. The Commissioner shall be Chairman of the Executive Session and may appoint the Secretary of the Session. Action at any Executive Session shall constitute action of the League.

Conduct of Meeting

5.9 Except in respect to matters covered specifically in the Constitution and By-Laws of the League, Roberts Rules of Order shall prevail in all meetings of the League; provided, however, that any action taken in any meeting of the League involving a matter not covered specifically in the Constitution and By-Laws of the League shall require the affirmative vote of not less than three-fourths or 20, whichever is greater, of the members of the League for approval.

Action Without a Meeting

5.10 Any action or resolution which may be taken or adopted at a League meeting may be taken or adopted by an instrument in writing signed by all members of the League.

ARTICLE VI

EXECUTIVE AND OTHER COMMITTEES

Number

6.1 The League shall have an Executive Committee composed of one (1) representative from each member club. Each representative shall be appointed by the member club by written notice to the Commissioner. Each club may name an alternate representative in the same manner; said alternate shall have the same authority as the regular appointee in the absence of such appointee. Each appointee and alternate on the Executive Committee shall serve until his appointment is revoked in writing by the appointing member club.

Voting Qualifications

6.2 At all meetings of the Executive Committee each member of the Committee shall have one (1) vote.

6.3 All executive Committee members must be either owners or holders of an interest, or officers of member clubs in the League.

Vacancies

6.4 In case any vacancy occurs in the Executive Committee his successor shall be appointed by the member affected by the vacancy.

Powers and Duties

6.5 The Executive Committee shall have the following powers and duties:

(a) It shall have the power, after Notice and Hearing to impose fines upon any member or any owner, director, partner, officer, stockholder, player or employee of a member of the League.

(b) It shall have the power, after notice and hearing, to increase or impose other or additional penalties after action of the Commissioner upon any matter submitted to it by the Commissioner for that purpose, pursuant to Section 8.13 (B) hereof; provided, however, that the Executive Committee shall have no power to modify, reduce, remit, or suspend any fine, penalty, or suspension imposed by the Commissioner under Section 8.13 (A) hereof.

(c) It shall have the power and duty to investigate and report its findings and recommendations to the League on any matter referred to it by the Commissioner or the members.

(d) It shall have power to cause an audit of the books and records of the League, and the Treasurer thereof, and shall report its findings to the members and the Commissioner promptly.

(e) If the Commissioner dies, is unwilling, or is by reason of physical or mental disability, unable to discharge his duties as Commissioner, the Executive Committee shall have the power to decide that an emergency exists in the League; it shall thereupon call a Special Meeting of the members at a time and place selected by the Committee: such Meeting shall be held within thirty (30) days after the declaration of such emergency, and notice of such meeting shall be given as in the case of any other Special Meeting; the purpose of such Meeting shall be either to remove such Commissioner or to elect a new Commissioner, or to appoint an Acting Commissioner to serve until the next succeeding Annual Meeting.

(f) It is empowered to borrow in the name of the League such sum or sums of money as it may from time to time deem necessary or appropriate and to authorize the Commissioner and Treasurer, individually or jointly, to make and deliver in the name of the League a promissory note or notes evidencing any such loan and to pledge as security therefor any stocks, bonds, or other securities owned by the League.

(g) In the event that the Commissioner or any other officer of the League shall be convicted of a crime involving moral turpitude, or be physically or mentally incapacitated from performing his duties or shall fail or refuse to abide by the Constitution and By-Laws of the League, and the Executive Committee finds that such action by such officer is detrimental to the best interests of the League, or in the event the Commissioner or any other officer of the League fails or is unwilling to perform his duties, then such Committee shall have the power after notice and hearing, to suspend or remove said officer and to terminate any contract between such Commissioner or officer and the League.

Approval

6.6 All actions and decisions of the Executive Committee must be approved by the affirmative vote of no less than three-fourths or 20, whichever is greater, of the members of the Executive Committee provided, however, (a) that any decisions to proceed under Section 6.5(c), (d) or (e) hereof may be taken by majority vote of the Executive Committee, and (b) that in any hearing involving charges against any club or whenever one club is making charges against another, the member club or clubs so involved shall not vote.

Other Committees

6.7 The Commissioner of the League may appoint such other committees as the League deems necessary and appropriate. All committees shall act under the direction and chairmanship of the Commissioner, who shall be a member "ex-officio" of each committee. The League shall pay each member of the committee the expenses of his attendance at committee meetings.

Vacancies

6.8 Subject to the provisions of Section 8.1 hereof, the Executive Committee shall have the power to fill by appointment any and all vacancies in any elective offices of the League for the balance of the term of such office or until a successor is duly elected for such office in the prescribed manner.

Meetings

6.9 At each meeting of the Executive Committee, the Commissioner of the League shall preside.

ARTICLE VII OFFICERS

Officers

7.1 (a) The officers of the League shall be the Commissioner, a Secretary and a Treasurer. The Secretary and Treasurer shall be appointed by the Commissioner. The Commissioner shall have the right to appoint any other officers or assistants thereto as he, in his sole discretion, deems necessary. The duties and compensation thereof shall be fixed by the Commissioner.

(b) The sole officer in each Conference of the League shall be the President thereof. The President of each Conference shall be

selected by the affirmative vote of not less than three-fourths or 10, whichever is greater, members of the Conference for which such person is to serve as President.

Voting

7.2 The Commissioner shall be elected pursuant to and in accordance with the provisions of Section 8.1 hereof. Any other officer of the League shall be appointed by the Commissioner in accordance with the provisions of Section 7.1 (a) hereof, provided, however, that if the Commissioner is unable so to do by reason of death or disability, then such officer shall be elected by the affirmative vote of not less than three-quarters or 20, whichever is greater, of the member clubs of the League.

Commissioner

7.3 The powers and duties of the Commissioner shall be such as are described in Article VIII hereof.

Treasurer

7.4 The Treasurer shall have charge and custody of, and be responsible for, all funds and securities of the League, receipt and give receipts for monies due and payable to the League from any source whatsoever, and deposit all such monies in the name of the League in such depositories as the Commissioner may determine, keep full and accurate accounts of the receipts and disbursements of the League and in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Commissioner or the Executive Committee. In addition, the Treasurer shall:

(a) Pay all current bills and salaries after approval by the Commissioner.

(b) Annually submit to the member clubs detailed financial statements.

(c) He shall give a surety bond in the principal sum of not less than Two Hundred Fifty Thousand Dollars (\$250,000) for the faithful discharge of his duties, with the League named as obligee thereon. The premium shall be paid by the League.

(d) During the playing season, he shall report weekly to each member on attendance and receipts for all games played by member clubs during the preceding week; such report shall also include any delinquency in any amounts owing to the League and such other information as the Treasurer deems expedient.

Secretary

7.5 The Secretary shall keep records of all proceedings of the League and the minutes of the meetings of the members and of the Executive Committee in one or more books provided for that purpose, cause all Notices to be duly given in accordance with the provisions of this Constitution, or as required by law, be custodian of the League records, keep a register of the Post Office addresses of each member, and in general perform all the duties incident to the office of Secretary and such other duties as may from time to time be assigned to him by the Commissioner.

The Secretary will supply the member clubs with a record of the action taken at any meeting within twenty (20) days following the adjournment thereof and shall also furnish the member clubs formal minutes of each meeting within ninety (90) days following the adjournment of each meeting.

Disability of Commissioner

7.6 If, by reason of physical or mental disability, the Commissioner is unable to discharge or perform the duties of his office, or is unwilling so to do, then, during any such period, the Executive Committee may require any other member of the Commissioner's staff to perform such duties of the Commissioner.

ARTICLE VIII

COMMISSIONER

Employment

8.1 The League shall select and employ a person of unquestioned integrity to serve as Commissioner of the League, and shall determine the period and fix the compensation of his employment except:

(a) Pete Rozelle is hereby appointed as Commissioner of the League upon terms and conditions heretofore approved by the League in an employment contract with Pete Rozelle.

(b) Until June 1, 1976 any successor to Pete Rozelle as Commissioner must be approved by no less than twelve (12) of the fifteen (15) clubs which were members of the National Football League in 1966 in addition to the requirements set forth in subparagraph (c) below.

(c) Any extension or modification of the existing contract or any new contract between the League and Pete Rozelle as Commissioner shall be approved by the affirmative vote of not less than two-thirds or 18, whichever is greater, of the members of the League.

All other voting requirements and procedures for the selection of or successor to the office of Commissioner shall be determined by the affirmative vote of not less than two-thirds or 18, whichever is greater, of the members of the League.

Independence

8.2 The Commissioner shall have no financial interest, direct or indirect in any professional sport.

Jurisdiction

8.3 The Commissioner shall have full, complete, and final jurisdiction of:

(a) Any dispute involving two or more members of the League certified to him by any of the disputants.

(b) Any dispute between any player, coach or other employee of any member of the League.

(c) Any dispute between players employed by the Member Clubs of the League other than disputes unrelated to and outside the course and scope of the employment of such persons as players in the League.

(d) Any dispute between a player and any official of the League.

(e) Any dispute involving a member or members in the League, or any players or employees of the members or the League, or any combination thereof, that in the opinion of the Commissioner constitutes conduct detrimental to the best interests of the League or professional football.

Financial and Other Authority

8.4 (A) The Commissioner, on behalf of the League, may incur any expense which, in his sole discretion, is necessary to conduct and transact the ordinary business of the League, including but not limited to, the leasing of office space and the hiring of employees, and other assistance or services; provided, however, that the Commissioner shall not have authority to incur any expense for any extraordinary obligations, or make any capital investment on behalf of the League without prior approval by the Executive Committee.

(B) The Commissioner shall: (a) preside at all meetings of the League and the Executive Committee, (b) be the principal executive officer of the League, and shall have general supervision of its business and affairs, (c) approve for payment all proper charges.

Policy and Procedure

8.5 The Commissioner shall interpret and from time to time establish policy and procedure in respect to the provisions of the Constitution and By-Laws and any enforcement thereof.

Detrimental Conduct

8.6 The Commissioner is authorized, at the expense of the League, to hire legal counsel and take or adopt appropriate legal action or such other steps or procedure as he deems necessary and proper in the best interests of either the League or professional football, whenever any party or organization not a member of, employed by, or connected with the League or any member thereof, is guilty of any conduct detrimental either to the League, its member clubs or employees, or to professional football.

Game Officials

8.7 The Commissioner shall select and employ a Supervisor of League Game Officials and shall further select and approve all game officials for all pre-season, regular season, and post-season games. All fees and traveling expenses of game officials shall be paid by the League after approval by the Commissioner. It shall be the duty of each member to accept as game officials for any game such game officials as the Commissioner shall assign to such game.

Public Relations Department

8.8 The Commissioner shall have authority to establish a Public Relations Department for the League, and such department shall be under his exclusive control and direction. He may employ persons to staff said department and shall fix and determine the compensation therefor.

Broadcasts and Television

8.9 Subject to the provisions of Article X hereof, the Commissioner shall have the exclusive authority to arrange for and sell all broadcasting and television rights to the Conference Championship Games and the World Championship Game.

League Contracts

8.10 The Commissioner shall have authority to arrange for and negotiate contracts on behalf of the League with other persons, firms,

leagues, or associations; provided, however, that except in instances where the Commissioner is otherwise specifically authorized herein, any contract involving a substantial commitment by the League or its Members shall not be binding unless first approved by the affirmative vote of not less than three-fourths or 20, whichever is greater, of the members of the League.

Reports

8.11 The Commissioner shall render an Annual Report to the League members at each Annual Meeting.

Bond

8.12 The Commissioner shall file and maintain in effect a surety bond with the League in the sum of Fifty Thousand Dollars (\$50,000); said bond shall be conditioned upon faithful performance by the Commissioner of his duties and shall name the League as obligee. The expenses for such bond shall be paid by the League.

Powers of Commissioner

8.13 (A) Whenever the Commissioner, after notice and hearing, decides that an owner, shareholder, partner or holder of an interest in a member club, or any player, coach, officer, director or employee thereof, or an officer, employee or official of the League has either violated the Constitution or By-Laws of the League, or has been or is guilty of conduct detrimental to the welfare of the League or professional football, then the Commissioner shall have complete authority to:

(1) Suspend and/or fine such person in an amount not in excess of five thousand dollars (\$5,000), and/or

(2) Cancel any contract or agreement of such person with the League or with any member thereof.

(3) In cases involving a violation of the prohibitions against tampering and set forth in Sections 9.1 (C), 10 and 11, 9.2, and 12.1 (B) hereof, award or transfer selection choices and/or deprive the offending club of a selection choice or choices.

(B) Whenever the Commissioner determines that any punishment which the Commissioner has the power to impose pursuant to Section 8.13 (A), is not adequate or sufficient, considering the nature and gravity of the offense involved, he may refer the matter to the Executive Committee, with a recommendation that all or any part of the following additional or increased punishments or discipline be imposed:

(1) Cancellation or forfeiture of the franchise in the League of any member club involved or implicated; if such occurs, the affected franchise shall be sold and disposed of under the provisions of Section 3.8(B) hereof.

(2) Cancellation or forfeiture of the interest in a member club, or in the franchise thereof, owned by a person involved or implicated therein; if such occurs, the interest held by any person so implicated, shall be sold and disposed of under the provisions of Section 3.8 (B) hereof.

(3) Declare one or more players of the offending club to be a free agent or that one or more players, and the contracts thereon held by the offending club, be assigned to another club or clubs.

(4) Assignment to another club or a nominee of the League, of the lease on any stadium or playing field held for or owned by the offending club or any person owning any interest therein.

(5) Assignment to one or more clubs of players on the Selection or Reserve Lists of the offending club.

(6) Require the sale of any stock or interest in a member club of such offending person by the method and under the procedure specified in Section 3.8 (B) hereof.

(7) Make any other recommendation he deems appropriate.

The Executive Committee may impose such other or additional discipline or punishment as it may decide.

Any such ruling or decision by the Commissioner under the circumstances referred to in this sub-paragraph 8.13 (B) of Article VIII, after approval or ratification by the affirmative vote of no less than three-fourths or 20, whichever is greater, of the members of the League, as aforesaid, shall be final, conclusive, and unappealable; any party involved in or affected by any such decision agrees to release and waive any and all claims that such party may now or hereafter have or possess arising out of or connected with such decision against the Commissioner, individually and in his official capacity, as well as against the League and any officer or employee thereof, and every member club therein and against any director, officer, shareholder or partner thereof, or the holder of any interest therein, whether for damages or for any other remedy or relief.

The word "person", for the purposes of this subparagraph (B) of Article VIII, Section 8.13, shall mean and include a member club and any owner, officer, stockholder, or partner thereof, or anyone holding any interest therein.

The membership of a member or the interest of any person owning a share or interest therein shall be suspended or terminated under this Section 8.13 (B) only by resort to the following procedure:

(a) Any member of the Executive Committee or the Commissioner may prefer charges against a member, or the holder of any interest therein, on the ground that such a member or holder has violated the provision of the Constitution and By-Laws, or is or has been guilty of conduct detrimental to the League or to professional football; said charges shall be in writing and filed with the Secretary of the League. The Commissioner shall first conduct such investigation as he deems appropriate. Upon the completion thereof, the Commissioner shall submit a copy of the charges by mail to each member club and to the member or person against whom such charges have been made, and shall make his recommendation thereon to the Member Clubs.

(b) The member or person so charged may, within fifteen (15) days after receipt of the charges, file with the Commissioner its or his written answer thereto. The Commissioner shall thereupon deliver a copy of such answer to all members of the League.

(c) A special meeting of the League shall be called to hear the charges; the time and place of such meeting shall be fixed by the Commissioner.

(d) At such hearing the Commissioner shall preside, unless he is the complainant; in such event, the presiding officer shall be elected by majority vote of the members attending the meeting.

(e) At the hearing the member or person so charged shall have the right to appear in person and by counsel. Strict rules of evidence shall not apply, and any testimony and documentary evidence submitted to the hearing shall be received and considered. Either the complainant or the member or person charged shall be entitled to an adjournment for a reasonable time to enable it or him to present rebuttal evidence.

(f) After considering all the evidence, the members shall vote upon the charges and fix the punishment. An affirmative vote of not less than three-fourths or 20, whichever is greater, of the members shall be required to sustain the charges and fix the punishment, excluding the vote of any member in which the person charged has an interest.

(g) If the members vote to terminate the membership or the interest of any member in a Club of the League, then the member club or person charged shall be required to dispose of such membership or interest in the affected club in accordance with the provisions of Section 3.8 (B) hereof.

(C) Whenever the Commissioner, after notice and hearing determines that a person employed by or connected with the League or any Member Club thereof, has bet money or any other thing of value on the outcome or score of any game or games played in the League, or has had knowledge of or has received an offer, directly or indirectly, to control, fix or bet money or other consideration on

the outcome or score of a professional football game, and has failed to report the same in the manner hereinafter prescribed, then such Commissioner shall have complete and unrestricted authority to enforce any or all of the following penalties:

(1) Suspend such person indefinitely or for a prescribed period of time.

(2) Bar such person from the League for life.

(3) Cancel or terminate the contract of such person in the League or any Member Club thereof.

(4) Require the sale of any stock, or other interest of such offending person in any Member Club by the method and under the procedure specified in Section 3.8 (B) hereof.

(5) Fine such person in an amount not in excess of Five Thousand Dollars (\$5,000).

(6) Cancel or declare to be forfeited any interest in a Member Club, or in the franchise thereof, owned by any person so involved; in such event, any interest of the offending person so implicated in the club or any stock owned by such person in any Member Club shall be sold under the procedure provided in Section 3.8 (B) hereof.

(7) Assign to another club or a member of the League the lease on any stadium or playing field held for or owned by the offending club or by any person owning any interest therein.

(8) Assign to one or more other clubs players on the Selection or Reserve Lists of the offending club.

(9) Impose such other or additional punishment or discipline as the Commissioner may decide.

If the person involved is a player in the League, such player is obligated to report immediately such incident to the head coach, owner, or managing officer of the club with which he is affiliated. If the person involved is either an owner, officer, director, stockholder, or a partner of a member club or owns or holds an interest therein, or is a coach or employee, (other than a player) thereof, such report shall be made promptly to the Commissioner. Any decision by the Commissioner under the circumstances referred to in this Section 8.13 (C) shall be final, conclusive, and unappealable; all persons involved in or affected by any such decision agree to release and waive any and all claims arising out of or connected with such decision that such person may now have or hereafter possess against the Commissioner, individually and in his official capacity, as well as against the League or any officer, or employee thereof, and against every member club therein and any director, officer, shareholder, or partner thereof or against the holder of any interest therein, either for damages or for any other remedy or relief. The word "Person" wherever used in this subparagraph (C) of Article VIII, Section 8.13 shall

mean and include a member club, or any club owner, official, officer, stockholder, partner thereof, or anyone holding any interest therein, as well as a coach, player, or other employee thereof; it shall also include an officer or employee of the League or any official employed by the League.

(D) Whenever the Commissioner finds, in his sole and exclusive discretion, that any person whether or not connected or affiliated with the League, or a member club therein, is guilty of conduct detrimental to the best interest of the League or professional football, then in addition to his other powers prescribed in the Constitution and By-Laws of the League, the Commissioner shall have the right to bar and prohibit such person from entry to any stadium or park used by the League, or its member clubs or affiliates for the practice or exhibition of professional football.

(E) The Commissioner shall have authority to change, reduce, modify, remit, or suspend any fine, suspension, or other discipline imposed by the Commissioner and not requiring approval of the member clubs.

(F) The Commissioner shall have the power, without a hearing, to disapprove contracts between a player and a club, if such a contract has been executed in violation of or contrary to the Constitution and By-Laws of the League, or, if either or both of the parties to such contract have been or are guilty of an act or conduct which is or may be detrimental to the League or to the sport of professional football. Any such disapproval of a contract between a player and a club shall be exercised by the Commissioner upon the written notice to the contracting parties within ten (10) days after such contracts are filed with the Commissioner. The Commissioner shall also have the power to disapprove any contract between any club and a player or any other person, at any time pursuant to and in accordance with the provisions of Section 8.13 (A) of the Constitution and By-Laws.

(G) The Commissioner shall have the power to hear and determine disputes between clubs in respect to any matter certified to by him by either or both of the clubs; he shall also have the power to settle and determine any controversy between two clubs which, in the opinion of the Commissioner, involves or affects League policy.

(H) The Commissioner shall have the right to propose amendments or modifications in the Constitution and By-Laws of the League by submitting such amendments or modifications in writing to the League no less than twenty (20) days prior to the holding of any Annual Meeting of the League.

ARTICLE IX

PROHIBITED CONDUCT

Conflicting Interests and Prohibited Conduct

9.1 (A) The violation of any of the provisions of this Article IX shall constitute conduct detrimental to the League and professional football.

(B) No member, or stockholder, officer, director, partner, or employee thereof, and no officer or employee of the League, including a game official, shall:

(1) Own or have any financial interest directly or indirectly, in any other member club of the League.

(2) Directly or indirectly, loan money to or become surety or guarantor for any other member club, or any player, coach, or employee thereof, or holder of an interest therein.

(3) Directly or indirectly, loan money or offer any gift or reward or become surety or guarantor for any game official or other official or employee of the League.

(4) Act as the contracting agent or representative for any player or share or be financially interested in the compensation of any player in the League. Nothing herein shall prevent any player from negotiating on his own behalf or for his own account.

(C) No member, nor any stockholder, director, officer, partner, or person holding an interest therein, nor any officer or employee of the League shall:

(1) Publicize or participate in the selection of any mythical All-League or All-Opponent team.

(2) Issue a free ticket of admission to a game to any visiting club or player thereof except pursuant to the Constitution and By-Laws of the League.

(3) Offer any gift or reward to a player, coach or person connected with or employed by another member club for services promised, rendered or to be rendered in defeating or attempting to defeat a competing club.

(4) Publicly criticize any member club or its management, personnel, employees, or coaches and/or any football official employed by the League; all complaints or criticism in respect to the foregoing shall be made to the Commissioner only, and shall not be publicized directly or indirectly.

(5) Directly or indirectly pay a fine for a person who has been penalized.

(6) Permit or state in any game program, or by means of its public address system or otherwise, that it, he or they, offer

or agree, either directly or indirectly, to pay or give money or any other thing of value to any member of the public: neither shall any club or other person referred to in this Section 9.1 be permitted to participate at any time, directly or indirectly, in any lottery of any kind.

(7) Own, directly or indirectly, any interest whatsoever in a professional football organization, league, club or team not a member of the League.

(8) Offer or pay a player or coach, and no player or coach may receive, any bonus, money or thing of value for winning any game played in the League.

No club or any representative thereof shall offer to pay, directly or indirectly, to a player, and no player shall receive, any bonus of any kind unless such bonus provision is attached to and/or incorporated in the contract of such player.

(9) Fail to present its team at the time and place where it is scheduled to play in a pre-season or regular season game, unless such failure is caused by any unavoidable accident in travel or by conditions beyond the control of the member.

(10) Tamper with players of college teams who are not eligible for play in the League under the eligibility rules thereof.

Except for at the sites of post-season college all-star games, member clubs may not time or test college players other than on the campus of the player or at his place of residence. Any compensation and/or transportation provided to player or coach of player shall be considered conduct detrimental to football.

(11) Tamper with a player or coaches or other employees under contract to or the property of another Member Club.

(12) Offer, agree, conspire, or attempt to illegally influence the outcome of the member or fail to suspend immediately any officer or player or other employee of the member who shall be proven guilty of offering, agreeing, conspiring, or attempting to influence the outcome of any game or be interested in any pool or wager of any game in which a member club participates.

(13) No beer or other beverage may be dispensed in NFL stadia except by being poured into cups.

(14) Any use by any club at any time, from the start to the finish of any game in which such club is a participant, of any communications or information gathering equipment, other than Polaroid-type cameras or field telephones, shall be prohibited, including without limitation video tape machines, telephone tapping or bugging devices, or any other form of electronic device that might aid a team during the playing of a game.

(15) In respect to Minor League clubs and the Canadian Football League, the following prohibitions shall apply to all clubs in the League:

(a) No club in the League shall own or have any financial interest, directly or indirectly, in any minor league club.

(b) No club in the League shall, directly or indirectly, loan money to, nor make a gift or contribution to, nor become a surety or guarantor for any minor league club or for any player, coach, employee, owner, stockholder, officer, director or partner therein, or to any holder of any interest in any minor league club.

(c) The restrictions on the clubs in this League as set out in this sub-paragraph and (a), and (b) above, shall likewise apply to all owners, stockholders, officers, directors, partners, agents, representatives, or employees of clubs in the League as well as to any other person owning any interest in any club in this League.

A "minor league club" shall include any professional football club not a member of this League, which has been designated by the Commissioner of this League as a minor league club.

Should any club in this League violate the provisions of this 9.1 (C) (15), then, in addition to all other remedies available to the Commissioner under this Constitution and By-Laws, such club guilty of such violation shall not have the right to employ as a football player any player who was under contract to or played for such minor league club at the time of any such violation.

(D) No player, coach or manager shall, directly or indirectly, own stock or have any financial interest in the ownership or earnings of any member club of the League, other than in the member club with whom he is employed, and then only under any agreement approved by the Executive Committee stipulating for the immediate sale (and the terms thereof) of such stock or financial interest therein in the event of his transfer to, employment by, or association with another member club. A player, coach, or manager financially interested in another member club shall be ineligible to play for, coach or manage the club of any other member while, in the opinion of the Executive Committee, such interest is retained by or for him, directly or indirectly.

(E) No player, coach, manager or owner may remove his team, nor order his team removed, from the field during the playing of a game, regular or pre-season, except at the direction of the referee. Should any club in this League violate the provisions of this subsection 9.1 (E), then in addition to all other remedies available to the Commissioner under this Constitution and By-Laws, such club guilty of such violation shall face possible forfeiture of any victory or tie achieved in such game and in addition incur sole liability for financial losses suffered by the opposing team and any other member clubs so affected. All such determinations shall be made by the Commissioner.

(F) No member shall place its TWX machine in an area to which non-club personnel has access.

Tampering

9.2 If a Member Club or any officer, shareholder, director, partner, employee, agent or representative thereof, or any person holding an interest in said club shall tamper, negotiate with, or make an offer to a player on the Active, Reserve or Selection List of another Member Club, then unless the offending club shall clearly prove to the Commissioner that such action was unintentional, the offending club, in addition to being subject to all other penalties provided in the Constitution and By-Laws, shall lose its selection choice in the next succeeding Selection Meeting in the same round in which the affected player was originally selected in the Selection Meeting in which he was originally chosen if such affected player was never selected in any Selection Meeting, the Commissioner shall determine the round in which the offending club shall lose its selection choice. Additionally, if the Commissioner decided such offense was intentional, the Commissioner shall have the power to fine the offending club and may award the offended club 50% of the amount of the fine imposed by the Commissioner. In all such cases the offended club must first certify to the Commissioner that such an offense has been committed.

Additional Restrictions

9.3 (A) (1) No coach, or administrative or supervisory employee, as hereinafter defined, may be employed by any member club of the League without the prior approval of the Commissioner. All coaches must have a written contract: such contract shall be filed in the League office promptly following execution, and the terms thereof must be approved by the Commissioner: an administrator or supervisory employee, for the purpose of this section, shall mean a General Manager or any assistant to the President or Executive officer of the club.

(2) Every contract with any employee of the League or of a club therein shall contain a clause wherein the employee agrees to abide and be legally bound by the Constitution, By-Laws and the Rules and Regulations of the League, as well as by the decisions of the Commissioner thereof, which decision shall be final, conclusive and unappealable; such contract shall provide further that the contracting parties, if involved or affected in any manner by a decision of the Commissioner, agree to release the Commissioner and to waive every claim he, they or it have against the Commissioner individually, and in his official capacity, as well as against the League, each and every member club thereof, and any and all directors, officers, stockholders, partners, or holders of an interest therein, for damages and for any other claims or demands arising out of or connected with any decision of the Commissioner.

(B) (1) A veteran player must be paid a full game current season salary and a first-year player a half-game salary for playing in the Chicago Tribune All-Star Game.

(2) Any player, eligible to participate as a member of the League Championship Team, who is traded or sold to another club prior to the Chicago Tribune All-Star Game in the succeeding season must be paid one-half of his game salary for the Chicago Tribune All-Star Game by the League Championship Club; such salary shall be calculated on the basis of the salary in effect at the time of the trade or sale. If such player is waived by the Championship Club and then claimed by another club, then the claiming club, if awarded the player, must pay such player the one-half game salary such player would have received for such All-Star Game, if he had not been waived; such salary shall be calculated on the basis of the salary in effect at the time said player was waived.

(C) No owner or person holding any interest in a member club, nor any officer, stockholder, director or partner thereof, nor any officer or employee of the League or a member club thereof, shall enter the dressing room of a game official.

(D) Subject to the provisions of Section 17.11 hereof, for purposes of this sub-section, a player shall be deemed to be an "active member of the Armed Forces" until he is discharged therefrom or listed as a reserve member of the Armed Forces. No active member of the Armed Forces may play or practice with a club in the League, subject to the following limitations:

(1) In the event of a declaration of war, the Commissioner has the right to suspend this requirement for the duration thereof.

(2) This provision shall not apply to participation in the Chicago All-Star Game, nor to any pre-season games.

(3) This provision shall not apply to any player who has been given a conditional release from the Armed Forces or is on terminal leave.

(4) Active members of the Armed Forces may play or practice with a club provided:

(i) The club, at the time the player is inducted into the Armed Forces of the United States, continues to carry such player as one of its active players and notifies the Commissioner to that effect at the time of said induction; and

(ii) Such player receives permission from his Commanding Officer in the military service to play or practice with such club.

(E) No club, nor any coach, representative or employee thereof, shall use or employ any mechanical or other equipment or device in connection with the staging or playing of any game, except such as has been normally and commonly used in games in former seasons in the League; no electronic magnifiers or loud speaker systems may be used or employed either from the stands, bench or

sidelines to impart any information or instructions to players engaged in play on the field, but such instruction or information shall only be given orally or through substitution.

(F) No films of prior games shall be shown or displayed on or by means of television other than complete game films; such film shall not be stopped during any showing; provided, however that in the staging of a regular quarterback show of a club, clips or portions of game films may be shown. In connection with the showing of films, no employee, officer, owner or representative of a club shall make any comment or express any opinion, publicly or for publication, on the quality of the officiating or that any play shown was or was not illegal.

(G) No bonus may be paid to a player or players for winning a particular game; neither may remuneration or gifts of any kind other than those listed in the contract of a player, be announced, promised, or paid directly or indirectly by a Member Club, or by any person connected with or employed by a club.

(H) No blanket remuneration or bonuses shall be paid or given to players at any time.

(I) Players under contract shall not be required to report to training camp prior to the Friday immediately preceding the Sunday that is nine weeks before the opening regular season game, except that the team participating in the Chicago Tribune All-Star Game shall be permitted to conduct its practice sessions in accordance with the provisions of the agreement covering the playing of the game. There shall be no contact work prior to the official opening of training camp. Use of pads is prohibited.

(J) All clubs must pay the travel expense of the players to training camp, and if the player thereafter is included on the Active List of the club for the first League game, travel expenses to training camp for that player, if previously paid, may be deducted from the salary of the player. If a player is waived out, then the waiving club shall pay the travel expenses of the player for the return trip to his house, provided, however, that if the player is claimed by another club under waivers, or is sold or traded, then the club acquiring the player shall pay the travel expenses of such player incurred in connection with reporting to the new club.

ARTICLE X BROADCASTING AND TELEVISION

Contract Conditions

10.1 Any contract entered into by any club for telecasting or broadcasting its games shall be subject to the conditions that:

(a) The sponsor, the contract itself, the broadcasters who telecast or broadcast such games, and the men who do the color, also

any person or persons who do a pre-game or post-game show from inside the park, must have the written approval of the Commissioner of the League. All holders of contracts with the League teams shall present to the Commissioner of the League in writing three (3) names each for the men who will do the television, radio, color, and pre-game and/or post-game shows and the Commissioner shall select one of such persons for each of the above duties on the basis of what he believes to be in the best interest of the game and the League.

(b) Any broadcaster may be removed by the Commissioner for conduct considered by the Commissioner as detrimental to the League.

(c) The Constitution and By-Laws of the League as amended from time to time, shall be applicable to any person performing such function.

Television Restrictions

10.2 Subject to the limitations and exceptions set forth in this Article, member clubs participating in any game are authorized to telecast and broadcast such game anywhere except as follows:

(a) No club shall cause or permit a game in which it is engaged to be telecast into any area included within the home territory of any other club on the day that such other club is engaged in playing a game at home.

(b) No telecast of a home game within the home territory of a club shall be caused or permitted, except by agreement between the participating clubs.

(c) Each home club grants to the visiting club the exclusive right to permit or license the telecast of the game being played between them back to the home territory of the visiting club.

The Commissioner will not approve any contracts that do not contain a provision stating that the contract is subject to Article X as now or hereafter in effect.

Television Income

10.3 All regular season (and pre-season network) television income will be divided equally among all member clubs of the League regardless of the source of such income.

Network Provisions

10.4 In any network television contract in effect in the League after 1970 the following provisions shall apply:

(a) Each regular season road game of the New York Giants, New York Jets, Oakland Raiders and San Francisco 49ers will be televised live back to the home territory of the club participating in the road game.